



REMINGTON

CONSTRUCTION

**Boiler Replacement
For**

Saint Nicholas Russian Orthodox Cathedral in New York



To:

**Saint Nicholas Russian Orthodox Cathedral in New York
15 E 97th St, New York, NY 10029**

From:

**Demyd Ledyashov
General Manager
8466-B Tyco Road
Vienna, VA 22182
646-492-2223**

dl@remingtondc.com

5/20/2021

Saint Nicholas Russian Orthodox Cathedral in New York
15 E 97th St, New York, NY 10029

To whom it may concern:

Enclosed please find:

- 1) Proposal
- 2) References.

Please review the enclosed information and I will be happy to answer any questions you may have.

Mechanical Plans and Permits

1. Visit the site and survey/measure existing boiler room as required.
2. Prepare background for the boiler room.
3. Prepare the following drawings for filing:
 - a. Demolition plans: Indicating the required removal.
 - b. Boiler room plans: Reflecting the new boiler arrangement with related accessories.
 - c. Gas riser and gas piping plan.
 - d. Specifications and details.
 - e. Energy calculations, ComCheck as required by NYC DOB.
4. Sign and seal our plans for filing with NYC Department of Buildings
5. Review and sign and seal DOB forms.
6. Obtain permit from NYC DOB

TOTAL COST _____ **\$17920.00**

Boiler Replacement

- Disconnect water and oil lines from existing boiler
- Disassemble existing boiler
- Remove and dispose of existing boiler
- Bring new Patterson-Kelley boiler to the basement
- Reroute and connect water lines with new butterfly valves
- Run gas line from meter to the boiler
- Connect gas line with new ball valve
- Reroute and connect flue pipe through existing roof penetration
- Connect electrical wiring from existing breaker
- Fill boiler and test for leaks
- Start up and commission the boiler

TOTAL COST _____ **\$64800.00**

Remington Construction, has been involved in many similar projects. Please review the proposal and call with any questions you may have concerning this project.

Respectfully,

Demyd Ledyashov
General Manager
8466-B Tyco Road
Vienna, VA 22182
646-492-2223
dl@remingtondc.com

TERMS AND CONDITIONS OF SERVICE AGREEMENT

1. This Agreement is entered into by and between the customer identified above (“Customer”) and Remington Construction LLC (“Contractor”), a Virginia Limited Liability Company and is effective as of the date signed by Customer.
2. This Agreement consists of this proposal, all exhibits hereto and all written modifications or change orders signed by the customer.
3. This Agreement represents the entire and integrated agreement between the parties and supersedes all oral negotiations, except as further amended or modified in writing by the parties.
4. Customer agrees to control and keep pets away from Contractor’s employees. If Customer’s residence is subject to any easements, covenants, or other legal encumbrances that could affect Contractor’s work, Customer agrees to inform Contractor about them before the services are performed. Customer agrees to ensure that the work area is free of physical or environmental hazards and building/zoning code violations. Customer agrees to provide Contractor with access to work areas during the work time.
5. Contractor agrees to perform the work in workmanlike manner as set forth in this agreement and in any addendums or amendments thereto.
6. If parties set an estimated completion date, the parties agree to make every effort to assure the completion of the project by the estimated completion date. Customer understands that the estimated completion date is an estimate only and Contractor does not guarantee a completion of the project by the estimated date.
7. Contractor reserves the right to reject any work which in Contractor’s opinion is outside of Contractor’s expertise or which will unreasonably affect Contractor’s ability to services other customers.
8. Unless otherwise provided in writing, Contractor does not provide any warranty or guarantee for the materials or products purchased from third parties.
9. Unless otherwise provided in writing, Contractor does not provide any warranty for the work performed or products supplied. Notwithstanding any other provision of this Agreement or any other writing, if Customer fails to pay Contractor or delays any payment under the terms of this agreement, all warranties otherwise provided by Contractor shall and will be revoked, rescinded, cancelled, and waived.
10. Upon completion of the project, Customer must perform the final inspection of Contractor’s work and immediately notify Contractor of any claims. Contractor must make reasonable efforts to cure the defects within 10 days of the notice by Customer.
11. In no event shall Contractor be liable or responsible to Customer form any type of incidental, punitive, indirect, or consequential damages, including but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of use of service equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), product liability, strict liability, or otherwise.
12. Notwithstanding anything else to the contrary, Contractor’s maximum aggregate liability to Customer for any claim related to, or in connection with this agreement, whether in contract, tort, or otherwise, shall be limited to the total amount of fees actually paid by Customer to Contractor.
13. Customer and Contractor agree that the substantive laws of the Commonwealth of Virginia, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this contract. Customer consents to the exclusive personal jurisdiction of and venue in a court located in Fairfax County, Virginia for any suits or causes of action connected in any way, directly or indirectly, to the subject matter of this Agreement or to the services. Except as otherwise required by law, including Virginia laws relating to consumer transactions, any cause of action or claim Customer may have with respect to this Agreement or work performed by Contractor must be commenced within one (2) year after the claim or cause of action arises or such claim or cause of action is barred.
14. Any payment not received within 30 days after the invoice is submitted to Customer will accrue interest at a rate of 5% per month or the highest interest rate allowed by applicable law, whichever is lower.
15. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER WRITING, IF CUSTOMER FAILS TO PAY CONTRACTOR OR DELAYS ANY PAYMENT UNDER THE TERMS OF THIS AGREEMENT, ALL WARRANTIES OTHERWISE PROVIDED BY CONTRACTOR SHALL AND WILL BE REVOKED, RESCINDED, CANCELLED, AND WAIVED.
16. CUSTOMER AGREES TO PAY ALL LEGAL FEES AND COLLECTION EXPENSES, COSTS AND ATTORNEY FEES, INCURRED FOR THE COLLECTION OF DELINQUENT PAYMENTS AND FOR LEGAL ACTION FOR THE COLLECTION OF PAYMENTS.

BY SIGNING THIS PROPOSAL, CUSTOMER ACCEPTS THE TERMS OF THIS SERVICE AGREEMENT

Accepted by:

Customer: _____

Date: _____

Signature: _____

Remington Construction: _____

Date: _____

Signature: _____

REFERENCES

Radisson Baltimore Plaza Hotel	McCormick & Company
Signode Eastern Operations Co.	Aspen Hill Club
McDonogh School	KLNB Property Management Company
Providence Hospital	Geotze's Candy Company
Archdiocese of Baltimore	St. Mary's Seminary & University
BGK Equities Group	Baltimore Arena
Howard University Hospital	Navel Research Lab
NIH Medical Institute	Prince George's County Facilities
Graybar Electrical	St. Johns Military High School
Lee Development Group, Inc.	The Loughlin Managemnet Group, Inc.
Trammell Crow Company	Southern Management Company
Sodexho Services	American Heart Association
L-A-Benson Co., Inc.	Alpharma Pharmaceuticals Co.
FMC Corporation	Rockland Industries, Inc.
Triumph Development, LLC	Herman/Stewart Construction
Koger Management Group, Inc.	B.F. Saul Property Management
Prince George's County Facilities	Gilman School – Baltimore Md.
United Container Machinery	Coca Cola Bottling Companies
US Cans Company	Residential Realty
Legum & Norman, Inc.	Genesis ElderCare Network